

## **EXHIBIT B**

**National Liability & Fire Insurance Company**

A STOCK COMPANY

## **COMMERCIAL POLICY**

Report **ALL** Accidents To:

**1-800-356-5750**

**24 Hour**

**Toll Free**

**IMPORTANT NOTICE  
TO AUTOMOBILE POLICYHOLDERS**

If any new or replacement drivers are hired during the term of this policy, notify the company immediately. Failure to do so may result in termination of your policy.

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THESE POLICY PROVISIONS WITH THE DECLARATIONS PAGE, COVERAGE FORM AND ENDORSEMENTS, IF ANY, COMPLETE THIS POLICY. THIS POLICY IS A LEGAL CONTRACT BETWEEN THE POLICY OWNER AND THE COMPANY.

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**READ YOUR POLICY CAREFULLY**

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## COMMON POLICY CONDITIONS

All Coverages Included in this policy are subject to the following conditions:

### A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 10 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date at 12:01 a.m. unless another time is stated on the cancellation notice.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the condition we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

### E. PREMIUMS

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

### F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

## NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

## (Broad Form)

1. The insurance does not apply:
  - A. Under any Liability Coverage, to "bodily injury" or "property damage":
    - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
    - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
  - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
  - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material," if:
    - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom.
    - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an "insured"; or
    - (3) The "bodily injury" or "property damage" arises out of the furnishings by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
2. As used in this endorsement:
 

"Hazardous properties" include radioactive, toxic or explosive properties;

"Nuclear material" means "source material," "Special nuclear material" or "by-product material";

"Source material," "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility."

"Nuclear facility" means:

  - (a) Any "nuclear reactor";
  - (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel," or (3) handling, processing or packaging "waste";
  - (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
  - (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.

## PENNSYLVANIA

## FINANCIAL RESPONSIBILITY IDENTIFICATION CARD

COMPANY CODE AND NAME

NAIC Number: 20052

National Liability &amp; Fire Insurance Company

Name and Address of Insured

BRIMAR TRANSIT INC  
712 REBECCA AVE  
PITTSBURGH, PA 15221

POLICY NUMBER

73 APB 001185

EFFECTIVE DATE

01/11/2016 12:01 AM

NOT VALID MORE THAN 1  
YEAR FROM EFFECTIVE DATE

Description of Vehicle.

2006

Year

FORD PASSENGER VAN

Make/Model

1FMRE11L16HA03034

Vehicle Identification Number

SEE IMPORTANT MESSAGE ON REVERSE SIDE

R 1413e(8-98) UNIFORM INFORMATION SERVICES, INC.

R 1413e (Ed 8-98)

**IMPORTANT NOTICE Regarding Your Financial  
Responsibility Insurance Identification Card.**

This Insurance Company is required by Pennsylvania law to send you an I. D. card. The card shows that an insurance policy has been issued for the vehicle(s) described satisfying the financial responsibility requirements of the law.

If you lose the card, contact your insurance company or agent for a replacement.

The I. D. card information may be used for vehicle registration and replacing license plates. If your liability insurance policy is not in effect, the I. D. card is no longer valid.

You are required to maintain financial responsibility on your vehicle. It is against Pennsylvania law to use the I. D. card fraudulently such as using the card as proof of financial responsibility after the insurance policy is terminated.

FOLD ALONG THIS LINE

R 1413e (back)

**THIS CARD MUST BE CARRIED FOR PRODUCTION UPON DEMAND.  
IT IS SUGGESTED THAT YOU CARRY THIS CARD IN THE INSURED  
VEHICLE.**

**WARNING:** Any owner or registrant of a motor vehicle who drives or permits a motor vehicle to be driven in this State without the required financial responsibility may have his registration suspended or revoked.

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You must provide a copy of this card to the Department of Transportation when you request restoration of your operating privilege and/or registration privilege which has been previously suspended or revoked.

Report All Accidents To:

1-800-356-5750

24 Hour Toll Free

Claims may also be reported at  
claims@nationalindemnity.com

CUT ALONG THIS LINE

01/12/2016 10:44 078B91F8-E976-4017-816A-32587C78EB42

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Make/Model

Vehicle Identification Number

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Description of Vehicle:

<b>2011</b>	<b>FORD PASSENGER VAN</b>	<b>1FDNE1BW2BDB15401</b>
Year	Make/Model	Vehicle Identification Number

**SEE IMPORTANT MESSAGE ON REVERSE SIDE**

R 1413e(8-98) UNIFORM INFORMATION SERVICES, INC

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Description of Vehicle:

<b>2008</b>	<b>CHEVROLET PASSENGER VAN</b>	<b>1GNFG154X81196999</b>
Year	Make/Model	Vehicle Identification Number

**SEE IMPORTANT MESSAGE ON REVERSE SIDE**

R 1413e(8-98) UNIFORM INFORMATION SERVICES, INC.

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POLICY NUMBER <b>73 APB 001185</b>
EFFECTIVE DATE <b>01/11/2016 12:01 AM</b>
NOT VALID MORE THAN 1 YEAR FROM EFFECTIVE DATE

Description of Vehicle:

<b>2008</b>	<b>CHEVROLET PASSENGER VAN</b>	<b>1GNFG154X81196999</b>
Year	Make/Model	Vehicle Identification Number

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National Liability &amp; Fire Insurance Company

Name and Address of Insured

BRIMAR TRANSIT INC  
712 REBECCA AVE  
PITTSBURGH, PA 15221

POLICY NUMBER
73 APB 001185
EFFECTIVE DATE
01/11/2016 12:01 AM
NOT VALID MORE THAN 1 YEAR FROM EFFECTIVE DATE

Description of Vehicle:

2005	CHEVROLET PASSENGER VAN	1GNFG15X151210245
Year	Make/Model	Vehicle Identification Number

SEE IMPORTANT MESSAGE ON REVERSE SIDE

R 1413e(8-88) UNIFORM INFORMATION SERVICES, INC.

R 1413e (Ed 8-98)

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## PENNSYLVANIA

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COMPANY CODE AND NAME

NAIC Number: 20052

National Liability &amp; Fire Insurance Company

Name and Address of insured

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POLICY NUMBER <b>73 APB 001185</b>
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Description of Vehicle:

<b>2005</b>	<b>CHEVROLET PASSENGER VAN</b>	<b>1GNFG15X151210245</b>
Year	Make/Model	Vehicle Identification Number

**SEE IMPORTANT MESSAGE ON REVERSE SIDE**

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You are required to maintain financial responsibility on your vehicle. **It is against Pennsylvania law to use the I. D. card fraudulently such as using the card as proof of financial responsibility after the insurance policy is terminated.**

Description of Vehicle:

2006	FORD PASSENGER VAN	1FMRE11WX6DA65002
Year	Make/Model	Vehicle Identification Number

**SEE IMPORTANT MESSAGE ON REVERSE SIDE**

R 1413e(8-98) UNIFORM INFORMATION SERVICES, INC

FOLD ALONG THIS LINE

R 1413e (back)

**THIS CARD MUST BE CARRIED FOR PRODUCTION UPON DEMAND. IT IS SUGGESTED THAT YOU CARRY THIS CARD IN THE INSURED VEHICLE.**

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You must provide a copy of this card to the Department of Transportation when you request restoration of your operating privilege and/or registration privilege which has been previously suspended or revoked.

Report All Accidents To:

1-800-356-5750

24 Hour Toll Free

Claims may also be reported at  
claims@nationalindemnity.com

CUT ALONG THIS LINE

01/12/2016 10:44 078B91F8-E976-4017-816A-32587C78EB42

**PENNSYLVANIA  
FINANCIAL RESPONSIBILITY IDENTIFICATION CARD**

COMPANY CODE AND NAME

**NAIC Number: 20052****National Liability & Fire Insurance Company**

Name and Address of Insured

**BRIMAR TRANSIT INC  
712 REBECCA AVE  
PITTSBURGH, PA 15221**

POLICY NUMBER <b>73 APB 001185</b>
EFFECTIVE DATE <b>01/11/2016 12:01 AM</b>
NOT VALID MORE THAN 1 YEAR FROM EFFECTIVE DATE

Description of Vehicle:

<b>2006</b>	<b>FORD PASSENGER VAN</b>	<b>1FMRE11WX6DA65002</b>
Year	Make/Model	Vehicle Identification Number

**SEE IMPORTANT MESSAGE ON REVERSE SIDE**

R 1413e(B-9B) UNIFORM INFORMATION SERVICES, INC

R 1413e (Ed 8-98)

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## PENNSYLVANIA

## FINANCIAL RESPONSIBILITY IDENTIFICATION CARD

COMPANY CODE AND NAME

NAIC Number: 20052

National Liability &amp; Fire Insurance Company

Name and Address of Insured

BRIMAR TRANSIT INC  
712 REBECCA AVE  
PITTSBURGH, PA 15221

POLICY NUMBER

73 APB 001185

EFFECTIVE DATE

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NOT VALID MORE THAN 1  
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Description of Vehicle:

2006	FORD PASSENGER VAN	1FMRE11W86DA53429
Year	Make/Model	Vehicle Identification Number

**SEE IMPORTANT MESSAGE ON REVERSE SIDE**

R 1413e(8-98) UNIFORM INFORMATION SERVICES, INC.

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**PENNSYLVANIA  
FINANCIAL RESPONSIBILITY IDENTIFICATION CARD**

COMPANY CODE AND NAME

**NAIC Number: 20052****National Liability & Fire Insurance Company**

Name and Address of Insured

**BRIMAR TRANSIT INC  
712 REBECCA AVE  
PITTSBURGH, PA 15221**

POLICY NUMBER <b>73 APB 001185</b>
EFFECTIVE DATE <b>01/11/2016 12:01 AM</b>
NOT VALID MORE THAN 1 YEAR FROM EFFECTIVE DATE

Description of Vehicle:

<b>2006</b> Year	<b>FORD PASSENGER VAN</b> Make/Model	<b>1FMRE11W86DA53429</b> Vehicle Identification Number
---------------------	---	---

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R 1413e (8-88) UNIFORM INFORMATION SERVICES, INC

R 1413e (Ed 8-98)

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## PENNSYLVANIA

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BRIMAR TRANSIT INC  
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POLICY NUMBER

73 APB 001185

EFFECTIVE DATE

01/11/2016 12:01 AM

NOT VALID MORE THAN 1  
YEAR FROM EFFECTIVE DATE

Description of Vehicle:

2006

Year

FORD PASSENGER VAN

Make/Model

1FMRE11W66DA65000

Vehicle Identification Number

SEE IMPORTANT MESSAGE ON REVERSE SIDE

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## PENNSYLVANIA

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COMPANY CODE AND NAME

NAIC Number: 20052

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Name and Address of Insured

BRIMAR TRANSIT INC  
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POLICY NUMBER  
73 APB 001185

EFFECTIVE DATE  
01/11/2016 12:01 AM

NOT VALID MORE THAN 1  
YEAR FROM EFFECTIVE DATE

Description of Vehicle:

2006

FORD PASSENGER VAN

1FMRE11W66DA65000

Year

Make/Model

Vehicle Identification Number

SEE IMPORTANT MESSAGE ON REVERSE SIDE

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R 1413e (Ed 8-98)

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COMPANY CODE AND NAME

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Name and Address of Insured

BRIMAR TRANSIT INC  
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PITTSBURGH, PA 15221

POLICY NUMBER

73 APB 001185

EFFECTIVE DATE

01/11/2016 12:01 AM

NOT VALID MORE THAN 1  
YEAR FROM EFFECTIVE DATE

Description of Vehicle.

2007

Year

FORD PASSENGER VAN

Make/Model

1FMNE11L47DB26026

Vehicle Identification Number

SEE IMPORTANT MESSAGE ON REVERSE SIDE

R 1413e(8-98) UNIFORM INFORMATION SERVICES, INC.

R 1413e (Ed 8-98)

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**PENNSYLVANIA  
FINANCIAL RESPONSIBILITY IDENTIFICATION CARD**

COMPANY CODE AND NAME

**NAIC Number: 20052**

**National Liability & Fire Insurance Company**

Name and Address of Insured

**BRIMAR TRANSIT INC  
712 REBECCA AVE  
PITTSBURGH, PA 15221**

POLICY NUMBER <b>73 APB 001185</b>
EFFECTIVE DATE <b>01/11/2016 12:01 AM</b>
NOT VALID MORE THAN 1 YEAR FROM EFFECTIVE DATE

Description of Vehicle:

<b>2007</b>	<b>FORD PASSENGER VAN</b>	<b>1FMNE11L47DB26026</b>
Year	Make/Model	Vehicle Identification Number

**SEE IMPORTANT MESSAGE ON REVERSE SIDE**

R 1413e (8-98) UNIFORM INFORMATION SERVICES, INC

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## PENNSYLVANIA

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COMPANY CODE AND NAME

NAIC Number: 20052

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POLICY NUMBER
73 APB 001185
EFFECTIVE DATE
01/11/2016 12:01 AM
NOT VALID MORE THAN 1 YEAR FROM EFFECTIVE DATE

Description of Vehicle:

2007	FORD PASSENGER VAN	1FMNE11L27DB26073
Year	Make/Model	Vehicle Identification Number

SEE IMPORTANT MESSAGE ON REVERSE SIDE

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R 1413e (Ed 8-98)

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**PENNSYLVANIA  
FINANCIAL RESPONSIBILITY IDENTIFICATION CARD**

COMPANY CODE AND NAME

**NAIC Number: 20052****National Liability & Fire Insurance Company**

Name and Address of Insured

**BRIMAR TRANSIT INC  
712 REBECCA AVE  
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**POLICY NUMBER  
73 APB 001185**

**EFFECTIVE DATE  
01/11/2016 12:01 AM**

**NOT VALID MORE THAN 1  
YEAR FROM EFFECTIVE DATE**

Description of Vehicle:

**2007**

Year

**FORD PASSENGER VAN**

Make/Model

**1FMNE11L27DB26073**

Vehicle Identification Number

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## PENNSYLVANIA

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COMPANY CODE AND NAME

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Name and Address of Insured

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POLICY NUMBER
73 APB 001185
EFFECTIVE DATE
01/11/2016 12:01 AM
NOT VALID MORE THAN 1 YEAR FROM EFFECTIVE DATE

Description of Vehicle:

2007	FORD PASSENGER VAN	1FMNE11L27DA19623
Year	Make/Model	Vehicle Identification Number

SEE IMPORTANT MESSAGE ON REVERSE SIDE

R 1413e(3-88) UNIFORM INFORMATION SERVICES, INC.

R 1413e (Ed 8-98)

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Description of Vehicle:

2007

Year

FORD PASSENGER VAN

Make/Model

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Vehicle Identification Number

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R 1413e (back)

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Report All Accidents To:

1-800-356-5750

24 Hour Toll Free

Claims may also be reported at:  
[claims@nationalindemnity.com](mailto:claims@nationalindemnity.com)

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01/12/2016 10:44 078B91F8-E976-4017-816A-32587C78EB42

## PENNSYLVANIA

## FINANCIAL RESPONSIBILITY IDENTIFICATION CARD

COMPANY CODE AND NAME

NAIC Number: 20052

National Liability &amp; Fire Insurance Company

Name and Address of Insured

BRIMAR TRANSIT INC  
712 REBECCA AVE  
PITTSBURGH, PA 15221

POLICY NUMBER
73 APB 001185
EFFECTIVE DATE
01/11/2016 12:01 AM
NOT VALID MORE THAN 1 YEAR FROM EFFECTIVE DATE

Description of Vehicle:

2007	FORD PASSENGER VAN	1FMNE11L77DA00100
Year	Make/Model	Vehicle Identification Number

SEE IMPORTANT MESSAGE ON REVERSE SIDE

R 1413e(8-98) UNIFORM INFORMATION SERVICES, INC.

R 1413e (Ed 8-98)

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## FINANCIAL RESPONSIBILITY IDENTIFICATION CARD

COMPANY CODE AND NAME

NAIC Number: 20052

National Liability &amp; Fire Insurance Company

Name and Address of Insured

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POLICY NUMBER

73 APB 001185

EFFECTIVE DATE

01/11/2016 12:01 AM

NOT VALID MORE THAN 1  
YEAR FROM EFFECTIVE DATE

L

Description of Vehicle:

2007

Year

FORD PASSENGER VAN

Make/Model

1FMNE11L77DA00100

Vehicle Identification Number

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R 1413e(8-88) UNIFORM INFORMATION SERVICES, INC

R 1413e (Ed 8-98)

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COMPANY CODE AND NAME

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Name and Address of Insured

**BRIMAR TRANSIT INC**  
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**PITTSBURGH, PA 15221**

POLICY NUMBER
<b>73 APB 001185</b>
EFFECTIVE DATE
<b>01/11/2016 12:01 AM</b>
NOT VALID MORE THAN 1 YEAR FROM EFFECTIVE DATE

Description of Vehicle:

**2007****FORD PASSENGER VAN****1FMNE11L17DB13184**

Year

Make/Model

Vehicle Identification Number

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R 1413e (Ed 8-98)

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COMPANY CODE AND NAME

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Name and Address of Insured

**BRIMAR TRANSIT INC  
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PITTSBURGH, PA 15221**

POLICY NUMBER <b>73 APB 001185</b>
EFFECTIVE DATE <b>01/11/2016 12:01 AM</b>
NOT VALID MORE THAN 1 YEAR FROM EFFECTIVE DATE

Description of Vehicle:

<b>2007</b> Year	<b>FORD PASSENGER VAN</b> Make/Model	<b>1FMNE11L17DB13184</b> Vehicle Identification Number
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COMPANY CODE AND NAME

NAIC Number: 20052

National Liability &amp; Fire Insurance Company

Name and Address of Insured

BRIMAR TRANSIT INC  
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PITTSBURGH, PA 15221

POLICY NUMBER
73 APB 001185
EFFECTIVE DATE
01/11/2016 12:01 AM
NOT VALID MORE THAN 1 YEAR FROM EFFECTIVE DATE

Description of Vehicle:

2007	FORD PASSENGER VAN	1FMNE11W87DA98712
Year	Make/Model	Vehicle Identification Number

SEE IMPORTANT MESSAGE ON REVERSE SIDE

R 1413e(8-98) UNIFORM INFORMATION SERVICES, INC.

R 1413e (Ed 8-98)

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COMPANY CODE AND NAME:

**NAIC Number: 20052**

**National Liability & Fire Insurance Company**

Name and Address of Insured

**BRIMAR TRANSIT INC  
712 REBECCA AVE  
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POLICY NUMBER <b>73 APB 001185</b>
EFFECTIVE DATE <b>01/11/2016 12:01 AM</b>
NOT VALID MORE THAN 1 YEAR FROM EFFECTIVE DATE

Description of Vehicle:

<b>2007</b>	<b>FORD PASSENGER VAN</b>	<b>1FMNE11W87DA98712</b>
Year	Make/Model	Vehicle Identification Number

**SEE IMPORTANT MESSAGE ON REVERSE SIDE**

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COMPANY CODE AND NAME

NAIC Number: 20052

National Liability &amp; Fire Insurance Company

Name and Address of Insured

BRIMAR TRANSIT INC  
712 REBECCA AVE  
PITTSBURGH, PA 15221

POLICY NUMBER
<b>73 APB 001185</b>
EFFECTIVE DATE
<b>01/11/2016 12:01 AM</b>
NOT VALID MORE THAN 1 YEAR FROM EFFECTIVE DATE

Description of Vehicle

<b>2008</b>	<b>FORD PASSENGER VAN</b>	<b>1FMNE11L98DA77679</b>
Year	Make/Model	Vehicle Identification Number

SEE IMPORTANT MESSAGE ON REVERSE SIDE

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R 1413e (Ed 8-98)

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POLICY NUMBER

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EFFECTIVE DATE

**01/11/2016 12:01 AM**NOT VALID MORE THAN 1  
YEAR FROM EFFECTIVE DATE

Description of Vehicle:

**2008**

Year

**FORD PASSENGER VAN**

Make/Model

**1FMNE11L98DA77679**

Vehicle Identification Number

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COMPANY CODE AND NAME

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POLICY NUMBER
73 APB 001185
EFFECTIVE DATE
01/11/2016 12:01 AM
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Description of Vehicle:

2009	FORD PASSENGER VAN	1FMNE11W89DA74848
Year	Make/Model	Vehicle Identification Number

SEE IMPORTANT MESSAGE ON REVERSE SIDE

R 1413e(8-98) UNIFORM INFORMATION SERVICES, INC

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Description of Vehicle:

**2009**

Year

**FORD PASSENGER VAN**

Make/Model

**1FMNE11W89DA74848**

Vehicle Identification Number

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NOT VALID MORE THAN 1  
YEAR FROM EFFECTIVE DATE

Description of Vehicle:

2009	FORD PASSENGER VAN	1FMNE11WX9DA09323
Year	Make/Model	Vehicle Identification Number

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R 1413e (Ed 8-98)

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R 1413e (back)

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Report All Accidents To:

1-800-356-5750

24 Hour Toll Free

Claims may also be reported at  
claims@nationalindemnity.com

CUT ALONG THIS LINE

01/12/2016 10:44 078B91F8-E976-4017-816A-32587C78EB42

**PENNSYLVANIA  
FINANCIAL RESPONSIBILITY IDENTIFICATION CARD**

COMPANY CODE AND NAME

**NAIC Number: 20052****National Liability & Fire Insurance Company**

Name and Address of Insured

**BRIMAR TRANSIT INC  
712 REBECCA AVE  
PITTSBURGH, PA 15221**

POLICY NUMBER

**73 APB 001185**

EFFECTIVE DATE

**01/11/2016 12:01 AM**NOT VALID MORE THAN 1  
YEAR FROM EFFECTIVE DATE

Description of Vehicle:

**2009**

Year

**FORD PASSENGER VAN**

Make/Model

**1FMNE11WX9DA09323**

Vehicle Identification Number

**SEE IMPORTANT MESSAGE ON REVERSE SIDE**

R 1413e(8-98) UNIFORM INFORMATION SERVICES, INC

R 1413e (Ed 8-98)

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National Liability &amp; Fire Insurance Company

Name and Address of Insured

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POLICY NUMBER
<b>73 APB 001185</b>
EFFECTIVE DATE
<b>01/11/2016 12:01 AM</b>
NOT VALID MORE THAN 1 YEAR FROM EFFECTIVE DATE

Description of Vehicle:

<b>2005</b>	<b>CHRYSLER PASSENGER VAN</b>	<b>2C4GP54L95R474148</b>
Year	Make/Model	Vehicle Identification Number

SEE IMPORTANT MESSAGE ON REVERSE SIDE

R 1413e(8-88) UNIFORM INFORMATION SERVICES, INC.

R 1413e (Ed 8-98)

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POLICY NUMBER <b>73 APB 001185</b>
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Year	Make/Model	Vehicle Identification Number

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POLICY NUMBER
73 APB 001185
EFFECTIVE DATE
01/11/2016 12:01 AM
NOT VALID MORE THAN 1 YEAR FROM EFFECTIVE DATE

Description of Vehicle:

2005	DODGE PASSENGER VAN	2D4GP44LX5R432519
Year	Make/Model	Vehicle Identification Number

SEE IMPORTANT MESSAGE ON REVERSE SIDE

R 1413e(8-98) UNIFORM INFORMATION SERVICES, INC.

R 1413e (Ed 8-98)

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POLICY NUMBER

**73 APB 001185**

EFFECTIVE DATE

**01/11/2016 12:01 AM**NOT VALID MORE THAN 1  
YEAR FROM EFFECTIVE DATE

Description of Vehicle:

**2005**

Year

**DODGE PASSENGER VAN**

Make/Model

**2D4GP44LX5R432519**

Vehicle Identification Number

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<b>73 APB 001185</b>
EFFECTIVE DATE
<b>01/11/2016 12:01 AM</b>
NOT VALID MORE THAN 1 YEAR FROM EFFECTIVE DATE

Description of Vehicle:

2001

Year

CHEVROLET PASSENGERVAN

Make/Model

1GNDX03E81D283589

Vehicle Identification Number

SEE IMPORTANT MESSAGE ON REVERSE SIDE

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R 1413e (Ed 8-98)

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POLICY NUMBER

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EFFECTIVE DATE

01/11/2016 12:01 AM

NOT VALID MORE THAN 1  
YEAR FROM EFFECTIVE DATE

Description of Vehicle:

2001

Year

CHEVROLET PASSENGER VAN

Make/Model

1GNDX03E81D283589

Vehicle Identification Number

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POLICY NUMBER
73 APB 001185
EFFECTIVE DATE
01/11/2016 12:01 AM
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Description of Vehicle:

2002	DODGE PASSENGER VAN	2B4GP44322R780711
Year	Make/Model	Vehicle Identification Number

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R 1413e (Ed 8-98)

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Description of Vehicle:

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POLICY NUMBER
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NOT VALID MORE THAN 1 YEAR FROM EFFECTIVE DATE

Description of Vehicle:

2004	CHEVROLET PASSENGER VAN	1GNDX03E24D221822
Year	Make/Model	Vehicle Identification Number

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Make/Model

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Report All Accidents To:

1-800-356-5750

24 Hour Toll Free

Claims may also be reported at  
claims@nationalindemnity.com

CUT ALONG THIS LINE

01/12/2016 10:44 078B91F8-E976-4017-816A-32587C78EB42

## PENNSYLVANIA

## FINANCIAL RESPONSIBILITY IDENTIFICATION CARD

COMPANY CODE AND NAME

NAIC Number: 20052

National Liability &amp; Fire Insurance Company

Name and Address of Insured

BRIMAR TRANSIT INC  
712 REBECCA AVE  
PITTSBURGH, PA 15221

POLICY NUMBER

73 APB 001185

EFFECTIVE DATE

01/11/2016 12:01 AM

NOT VALID MORE THAN 1  
YEAR FROM EFFECTIVE DATE

Description of Vehicle:

2005	DODGE PASSENGER VAN	2D4GP24R25R145751
Year	Make/Model	Vehicle Identification Number

SEE IMPORTANT MESSAGE ON REVERSE SIDE

R 1413e(8-98) UNIFORM INFORMATION SERVICES, INC.

R 1413e (Ed 8-98)

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COMPANY CODE AND NAME

**NAIC Number: 20052**

**National Liability & Fire Insurance Company**

Name and Address of Insured

**BRIMAR TRANSIT INC  
712 REBECCA AVE  
PITTSBURGH, PA 15221**

POLICY NUMBER <b>73 APB 001185</b>
EFFECTIVE DATE <b>01/11/2016 12:01 AM</b>
NOT VALID MORE THAN 1 YEAR FROM EFFECTIVE DATE

Description of Vehicle.

<b>2005</b>	<b>DODGE PASSENGER VAN</b>	<b>2D4GP24R25R145751</b>
Year	Make/Model	Vehicle Identification Number

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## PENNSYLVANIA

## FINANCIAL RESPONSIBILITY IDENTIFICATION CARD

COMPANY CODE AND NAME

NAIC Number: 20052

National Liability &amp; Fire Insurance Company

Name and Address of Insured

BRIMAR TRANSIT INC  
712 REBECCA AVE  
PITTSBURGH, PA 15221

POLICY NUMBER

73 APB 001185

EFFECTIVE DATE

01/11/2016 12:01 AM

NOT VALID MORE THAN 1  
YEAR FROM EFFECTIVE DATE

Description of Vehicle:

2007

Year

CHRYSLER PASSENGER VAN

Make/Model

2A4GP54L87R126001

Vehicle Identification Number

SEE IMPORTANT MESSAGE ON REVERSE SIDE

R 1413e(8-88) UNIFORM INFORMATION SERVICES, INC.

R 1413e (Ed 8-98)

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COMPANY CODE AND NAME

**NAIC Number: 20052**

**National Liability & Fire Insurance Company**

Name and Address of Insured

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POLICY NUMBER  
**73 APB 001185**

EFFECTIVE DATE  
**01/11/2016 12:01 AM**

NOT VALID MORE THAN 1  
YEAR FROM EFFECTIVE DATE

Description of Vehicle:

**2007**

**CHRYSLER PASSENGER VAN**

**2A4GP54L87R126001**

Year

Make/Model

Vehicle Identification Number

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## PENNSYLVANIA

## FINANCIAL RESPONSIBILITY IDENTIFICATION CARD

COMPANY CODE AND NAME

NAIC Number: 20052

National Liability &amp; Fire Insurance Company

Name and Address of Insured

BRIMAR TRANSIT INC  
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PITTSBURGH, PA 15221

POLICY NUMBER
73 APB 001185
EFFECTIVE DATE
01/11/2016 12:01 AM
NOT VALID MORE THAN 1 YEAR FROM EFFECTIVE DATE

Description of Vehicle:

2005	CHRYSLER PASSENGER VAN	2C4GP54L85R489062
Year	Make/Model	Vehicle Identification Number

SEE IMPORTANT MESSAGE ON REVERSE SIDE

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POLICY NUMBER  
**73 APB 001185**

EFFECTIVE DATE  
**01/11/2016 12:01 AM**

NOT VALID MORE THAN 1  
YEAR FROM EFFECTIVE DATE

Description of Vehicle:

**2005**

Year

**CHRYSLER PASSENGER VAN**

Make/Model

**2C4GP54L85R489062**

Vehicle Identification Number

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## PENNSYLVANIA

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COMPANY CODE AND NAME

NAIC Number: 20052

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Name and Address of Insured

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PITTSBURGH, PA 15221

POLICY NUMBER
73 APB 001185
EFFECTIVE DATE
01/11/2016 12:01 AM
NOT VALID MORE THAN 1 YEAR FROM EFFECTIVE DATE

Description of Vehicle:

2005	DODGE PASSENGER VAN	1D4GP24R35B190485
Year	Make/Model	Vehicle Identification Number

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POLICY NUMBER  
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EFFECTIVE DATE  
**01/11/2016 12:01 AM**

NOT VALID MORE THAN 1  
YEAR FROM EFFECTIVE DATE

Description of Vehicle:

**2005**

Year

**DODGE PASSENGER VAN**

Make/Model

**1D4GP24R35B190485**

Vehicle Identification Number

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NEW

RENEWAL NUMBER

CROSS REFERENCE NUMBER

73 APB 001185

## ITEM ONE NAMED INSURED &amp; ADDRESS

BRIMAR TRANSIT INC  
712 REBECCA AVE  
PITTSBURGH, PA 15221

**NATIONAL LIABILITY & FIRE INSURANCE  
COMPANY**  
STAMFORD, CONNECTICUT  
**BUSINESS AUTO COVERAGE DECLARATIONS**

BURNS & WILCOX LTD - PA  
750 HOLIDAY DRIVE  
FOSTER PLAZA 9, SUITE 650  
PITTSBURGH, PA 15200

FORM OF NAMED INSURED'S BUSINESS: Corporation

NAMED INSURED'S BUSINESS: SCHOOL BUSES

☐ The Declarations  
include a second part  
designated "Part 2".

Producer

POLICY PERIOD: Policy covers FROM 01/11/2016 12:01 AM TO 01/11/2017 12:01 A.M. Standard Time at the Named Insured's Address stated above.

## ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

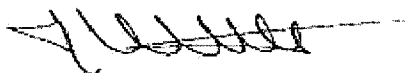
COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form shows which autos are covered autos)	LIMIT OF INSURANCE THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY	7	\$ 1,000,000 CSL	\$ 69,654
PERSONAL INJURY PROTECTION (P.I.P.) (or equivalent No-fault coverage)	7	SEPARATELY STATED IN EACH P.I.P. ENDORSEMENT MINUS Deductible	\$ 7,481
ADDED P.I.P. (or equivalent added No-fault cov.)		SEPARATELY STATED IN EACH ADDED P.I.P. ENDORSEMENT	\$
PROPERTY PROTECTION INSURANCE (P.P.I.) (Michigan only)		SEPARATELY STATED IN THE P.P.I. ENDORSEMENT MINUS Deductible FOR EACH ACCIDENT	\$
AUTO MEDICAL PAYMENTS		\$	\$
UNINSURED MOTORISTS	7	\$ 35,000 CSL (BI Only)	\$ 1,773
UNDERINSURED MOTORISTS (when not included in Uninsured Motorists coverage)	7	\$ 35,000 CSL (BI Only)	\$ 1,773
<b>PHYSICAL DAMAGE INSURANCE</b>			
COMPREHENSIVE COVERAGE		\$	\$
SPECIFIED CAUSES OF LOSS		\$	\$
COLLISION COVERAGE *		\$	\$
TOWING AND LABOR		\$ Deductible FOR EACH COVERED AUTO	\$
FORMS AND ENDORSEMENTS CONTAINED IN THIS POLICY AT ITS INCEPTION See M4572 (12/1994)		PREMIUM FOR ENDORSEMENTS	\$
		ESTIMATED TOTAL PREMIUM	\$ 80,681
ENTER SYMBOL 10 DESCRIPTION HERE:			
POLICY SUBJECT TO A FULLY EARNED POLICYWRITING MINIMUM PREMIUM OF \$ 0 IF CANCELLED BY THE INSURED.			
ITEM THREE - SCHEDULE OF COVERED AUTOS AS ATTACHED			

\* THIS POLICY DOES NOT COVER COLLISION DAMAGE TO VEHICLES RENTED TO THE INSURED

Burns & Wilcox Ltd.  
Pittsburgh, PA

Countersigned At \_\_\_\_\_ By \_\_\_\_\_ AUTHORIZED SIGNATURE

In Witness whereof, we have caused this policy to be executed and attested.



Secretary



President

**SCHEDULE OF FORMS AND ENDORSEMENTS AT POLICY INCEPTION**

POLICY # 73 APB 001185

INSURED BRIMAR TRANSIT INC

EFFECTIVE 01/11/2016 12:01 AM

M 4600a	04/2003	Commercial Policy Jacket
M 5605	02/2011	Business Auto Coverage Declarations
M 4572	12/1994	Schedule of Forms and Endorsements at Policy Inception
M 4959a	03/2002	Schedule of Covered Autos
CA 0001	03/2010	Business Auto Coverage Form
M 4095b	10/2008	Warning Statement
CA 2192	06/2012	Pennsylvania Uninsured Motorists Coverage - Nonstacked
CA 2193	06/2012	Pennsylvania Underinsured Motorists Coverage - Nonstacked
CA 2237	03/2006	Pennsylvania Basic First Party Benefits
IL 0910	12/2003	Pennsylvania Notice
CA 0180	09/1997	Pennsylvania Changes
IL 0120	05/2011	Pennsylvania Changes - Defense Costs
CA 2402	12/1993	Public Transportation Autos
M 5178b	09/2009	Pennsylvania Changes - Cancellation and Nonrenewal
M 3795	03/1987	Punitive Damage Exclusion Duty to Defend Amendment
M 4803	02/1998	Abuse or Molestation Exclusion

Form Version 041001

01/12/2016 10:44 078B91F8-E976-4017-816A-32587C78EB42

## SCHEDULE OF COVERED AUTOS

M-4959a (03/2002)

POLICY NUMBER: 73 APB 001185

EFFECTIVE DATE: 01/11/2016 12:01 AM

NAMED INSURED : BRIMAR TRANSIT INC

Veh #	Year	Use (C,S or R)	GVW or Seating Capacity	Premiums							Physical Damage			
	Make	Radius		Liab	UM/UIM	No-Fault	Med Pay	Addl Insd	In-Tow	Other	Limit Stated Amount or ACV	S/C	Spec Causes Comprehensive	Collision
	Model	Garaging Territory											Premium	Premium
	VIN	Garaging City, State											Deduct	Deduct
1	2006 FORD PASSENGER VAN 1FMRE11L16HA03034	Commercial 100 Miles Territory 3 PITTSBURGH, PA	9 Seats	2,838	144	305								
2	2011 FORD PASSENGER VAN 1FDNE1BW2BDB15401	Commercial 100 Miles Territory 3 PITTSBURGH, PA	9 Seats	2,838	144	305								
3	2008 CHEVROLET PASSENGER VAN 1GNFG184X81196999	Commercial 100 Miles Territory 3 PITTSBURGH, PA	9 Seats	2,838	144	305								
4	2005 CHEVROLET PASSENGER VAN 1GNFG15X151210245	Commercial 100 Miles Territory 3 PITTSBURGH, PA	9 Seats	2,838	144	305								
5	2006 FORD PASSENGER VAN 1FMRE11WX6DA65002	Commercial 100 Miles Territory 3 PITTSBURGH, PA	9 Seats	2,838	144	305								
6	2006 FORD PASSENGER VAN 1FMRE11W86DA53429	Commercial 100 Miles Territory 3 PITTSBURGH, PA	9 Seats	2,838	144	305								
7	2006 FORD PASSENGER VAN 1FMRE11W86DA65000	Commercial 100 Miles Territory 3 PITTSBURGH, PA	9 Seats	2,838	144	305								
8	2007 FORD PASSENGER VAN 1FMNE11L47DB26026	Commercial 100 Miles Territory 3 PITTSBURGH, PA	9 Seats	2,838	144	305								
9	2007 FORD PASSENGER VAN 1FMNE11L27DB26073	Commercial 100 Miles Territory 3 PITTSBURGH, PA	9 Seats	2,838	144	305								
10	2007 FORD PASSENGER VAN 1FMNE11L27DA19623	Commercial 100 Miles Territory 3 PITTSBURGH, PA	9 Seats	2,838	144	305								
11	2007 FORD PASSENGER VAN 1FMNE11L77DA00100	Commercial 100 Miles Territory 3 PITTSBURGH, PA	9 Seats	2,838	144	305								
12	2007 FORD PASSENGER VAN 1FMNE11L17DB13184	Commercial 100 Miles Territory 3 PITTSBURGH, PA	9 Seats	2,838	144	305								
13	2007 FORD PASSENGER VAN 1FMNE11W87DA88712	Commercial 100 Miles Territory 3 PITTSBURGH, PA	9 Seats	2,838	144	305								
14	2008 FORD PASSENGER VAN 1FMNE11L88DA77879	Commercial 100 Miles Territory 3 PITTSBURGH, PA	9 Seats	2,838	144	305								
15	2009 FORD PASSENGER VAN 1FMNE11W89DA74843	Commercial 100 Miles Territory 3 PITTSBURGH, PA	9 Seats	2,838	144	305								
16	2009 FORD PASSENGER VAN 1FMNE11WX9DA09323	Commercial 100 Miles Territory 3 PITTSBURGH, PA	9 Seats	2,838	144	305								
Premium for Endorsements														

## SCHEDULE OF COVERED AUTOS

M-4959a (03/2002)

POLICY NUMBER: 73 APB 001185

EFFECTIVE DATE: 01/11/2016 12:01 AM

NAMED INSURED : BRIMAR TRANSIT INC

Veh #	Year	Use (C,S or R)	GVW or Seating Capacity	Premiums							Physical Damage		
	Make	Radius		Liab	UM/UIM	No-Fault	Med Pay	Add Insd	In-Tow	Other	Limit Stated Amount or ACV	S/C	Spec Causes Comprehensive
	Model	Garaging Territory											Collision
	VIN	Garaging City, State											Premium
													Deduct
17	2005 CHRYSLER PASSENGER VAN 2C4GP64L59R474148	Commercial 100 Miles Territory 3 PITTSBURGH, PA	7 Seats	2,694	138	289							
18	2005 DODGE PASSENGER VAN 2D4GP44LX5R432519	Commercial 100 Miles Territory 3 PITTSBURGH, PA	7 Seats	2,694	138	289							
19	2001 CHEVROLET PASSENGER VAN 1GNDX03E81D283589	Commercial 100 Miles Territory 3 PITTSBURGH, PA	7 Seats	2,694	138	289							
20	2002 DODGE PASSENGER VAN 2B4GP44322R780711	Commercial 100 Miles Territory 3 PITTSBURGH, PA	7 Seats	2,694	138	289							
21	2004 CHEVROLET PASSENGER VAN 1GNDX03E24D221822	Commercial 100 Miles Territory 3 PITTSBURGH, PA	7 Seats	2,694	138	289							
22	2005 DODGE PASSENGER VAN 2D4GP24R25R145751	Commercial 100 Miles Territory 3 PITTSBURGH, PA	7 Seats	2,694	138	289							
23	2007 CHRYSLER PASSENGER VAN 2A4GP54L87R125001	Commercial 100 Miles Territory 3 PITTSBURGH, PA	7 Seats	2,694	138	289							
24	2005 CHRYSLER PASSENGER VAN 2C4GP64L88R489062	Commercial 100 Miles Territory 3 PITTSBURGH, PA	7 Seats	2,694	138	289							
25	2005 DODGE PASSENGER VAN 1D4GP24R36B180485	Commercial 100 Miles Territory 3 PITTSBURGH, PA	7 Seats	2,694	138	289							
Premium for Endorsements													

**BUSINESS AUTO COVERAGE FORM**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

**SECTION I – COVERED AUTOS**

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

**A. Description Of Covered Auto Designation Symbols**

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.

19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.
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#### B. Owned Autos You Acquire After The Policy Begins

1. If Symbols 1, 2, 3, 4, 5, 6 or 19 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
  - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
  - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

#### C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this coverage form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. "Loss"; or
  - e. Destruction.

#### SECTION II – LIABILITY COVERAGE

##### A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

##### 1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
  - (1) The owner or anyone else from whom you hire or borrow a covered "auto".
 This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
- (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
- (5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

## 2. Coverage Extensions

### a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

### b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

## B. Exclusions

This insurance does not apply to any of the following:

### 1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

### 2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

### 3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

#### 4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
  - (1) Employment by the "insured"; or
  - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the coverage form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

#### 5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

#### 6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a side-track agreement.

#### 7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or

- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

#### 8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

#### 9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

#### 10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
  - b. Materials, parts or equipment furnished in connection with such work or operations.
- Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

#### 11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
  - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
  - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
  - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

#### 12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

#### 13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

#### C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

### SECTION III – PHYSICAL DAMAGE COVERAGE

#### A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

##### a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

##### b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

##### c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

#### 2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

#### 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and

c. "Loss" caused by falling objects or missiles. However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

#### 4. Coverage Extensions

##### a. Transportation Expenses

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

##### b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

#### B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

##### a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

**b. War Or Military Action**

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" due and confined to:

- a. Wear and tear, freezing, mechanical or electrical breakdown.
- b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

4. We will not pay for "loss" to any of the following:
- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
  - b. Any device designed or used to detect speed-measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed-measurement equipment.
  - c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.
  - d. Any accessories used with the electronic equipment described in Paragraph c. above.

5. Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- a. Permanently installed in or upon the covered "auto";

- b. Removable from a housing unit which is permanently installed in or upon the covered "auto";
  - c. An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or
  - d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.
6. We will not pay for "loss" to a covered "auto" due to "diminution in value".

**C. Limit Of Insurance**

1. The most we will pay for "loss" in any one "accident" is the lesser of:
- a. The actual cash value of the damaged or stolen property as of the time of the "loss", or
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
2. \$1,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
- a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
  - b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
  - c. An integral part of such equipment.
3. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
4. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

**D. Deductible**

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

**SECTION IV – BUSINESS AUTO CONDITIONS**

The following conditions apply in addition to the Common Policy Conditions:

**A. Loss Conditions****1. Appraisal For Physical Damage Loss**

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

**2. Duties In The Event Of Accident, Claim, Suit Or Loss**

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
  - (1) How, when and where the "accident" or "loss" occurred;
  - (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
  - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
  - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
  - (4) Authorize us to obtain medical records or other pertinent information.

- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

- c. If there is "loss" to a covered "auto" or its equipment you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

**3. Legal Action Against Us**

No one may bring a legal action against us under this coverage form until:

- a. There has been full compliance with all the terms of this coverage form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

**4. Loss Payment – Physical Damage Coverages**

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

**5. Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this coverage form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

**B. General Conditions****1. Bankruptcy**

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this coverage form.

**2. Concealment, Misrepresentation Or Fraud**

This coverage form is void in any case of fraud by you at any time as it relates to this coverage form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This coverage form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this coverage form.

**3. Liberalization**

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

**4. No Benefit To Ballee – Physical Damage Coverages**

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this coverage form.

**5. Other Insurance**

a. For any covered "auto" you own, this coverage form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this coverage form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this coverage form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own.
- (2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph

a. above, this coverage form's Liability Coverage is primary for any liability assumed under an "insured contract".

d. When this coverage form and any other coverage form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our coverage form bears to the total of the limits of all the coverage forms and policies covering on the same basis.

**6. Premium Audit**

a. The estimated premium for this coverage form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this coverage form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

**7. Policy Period, Coverage Territory**

Under this coverage form, we cover "accidents" and "losses" occurring:

a. During the policy period shown in the Declarations; and

b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if:

(a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

(b) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

**8. Two Or More Coverage Forms Or Policies Issued By Us**

If this coverage form and any other coverage form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the coverage forms or policies shall not exceed the highest applicable Limit of Insurance under any one coverage form or policy. This condition does not apply to any coverage form or policy issued by us or an affiliated company specifically to apply as excess insurance over this coverage form.

**SECTION V – DEFINITIONS**

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means:
1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
  2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.
- However, "auto" does not include "mobile equipment".
- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:
1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
  2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
    - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
    - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
    - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
  - b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
  - c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".
- Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:
- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
  - (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H. "Insured contract" means:
  - 1. A lease of premises;
  - 2. A sidetrack agreement;
  - 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
  - 6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J. "Loss" means direct and accidental loss or damage.
- K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
  - 1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - 2. Vehicles maintained for use solely on or next to premises you own or rent;
  - 3. Vehicles that travel on crawler treads;
  - 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - a. Power cranes, shovels, loaders, diggers or drills; or
    - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
  - 5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
    - b. Cherry pickers and similar devices used to raise or lower workers; or

6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- a. Equipment designed primarily for:
  - (1) Snow removal;
  - (2) Road maintenance, but not construction or resurfacing; or
  - (3) Street cleaning;
- b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

M. "Property damage" means damage to or loss of use of tangible property.

N. "Suit" means a civil proceeding in which:

- 1. Damages because of "bodily injury" or "property damage"; or
- 2. A "covered pollution cost or expense";

to which this insurance applies, are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.

O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

P. "Trailer" includes semitrailer.

## **PENNSYLVANIA FRAUD NOTICE**

Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and payment of a fine of up to \$15,000.

POLICY NUMBER: **73 APB 001185**

COMMERCIAL AUTO

CA 21 92 06 12

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## PENNSYLVANIA UNINSURED MOTORISTS COVERAGE – NONSTACKED

For a covered "motor vehicle" licensed or principally garaged in, or "garage operations" conducted in, Pennsylvania, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** **BRIMAR TRANSIT INC**

**Endorsement Effective Date:** **01/11/2016 12:01 AM**

### SCHEDULE

**Limit Of Insurance: \$** **See M 5605 (02/2011)** **Each "Accident"**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

#### A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of an "uninsured motor vehicle".
2. No judgment for damages arising out of a "suit" brought against the owner or operator of an "uninsured motor vehicle" is binding on us unless we:
  - a. Received reasonable notice of the pendency of the "suit" resulting in the judgment; and
  - b. Had a reasonable opportunity to protect our interests in the "suit".

#### B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
  - a. The Named Insured and any "family members".
  - b. Anyone else "occupying" a covered "motor vehicle" or a temporary substitute for a covered "motor vehicle". The covered "motor vehicle" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
  - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

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2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
  - a. Anyone "occupying" a covered "motor vehicle" or a temporary substitute for a covered "motor vehicle". The covered "motor vehicle" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
  - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

#### C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent.  
However, this exclusion does not apply if such settlement does not adversely affect our rights of recovery under this coverage.
2. The direct or indirect benefit of any insurer or self-insurer under any disability benefits or similar law, except workers' compensation law.
3. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
4. Punitive or exemplary damages.
5. "Bodily injury" sustained by:
  - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;
  - b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or
  - c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
6. "Bodily injury" arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

#### D. Limit Of Insurance

1. Regardless of the number of covered "motor vehicles", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Uninsured Motorists Coverage shown in the Schedule or Declarations.
2. Any amount payable for damages under this coverage shall be reduced by all sums paid by or for anyone who is legally responsible. This includes all sums paid for the same damages under this Coverage Form's Liability Coverage. This also includes all sums paid for an "insured's" attorney either directly or as part of the amount paid to the "insured".
3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form, Medical Payments Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.  
We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.  
We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any disability benefits or similar law, except workers' compensation law.

#### E. Changes In Conditions

The **Conditions** are changed for Pennsylvania Uninsured Motorists Coverage – Nonstacked as follows:

1. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:
  - a. Promptly notify the police if a hit-and-run driver is involved; and
  - b. Promptly send us copies of the legal papers if a "suit" is brought
2. **Legal Action Against Us** is replaced by the following:
  - a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.

- b. Any legal action against us under this Coverage Form must be brought within four years after the date on which the "insured" knows of the uninsured status of the owner or driver of the "uninsured motor vehicle". However, this Paragraph b. does not apply to an "insured" if, within four years after the date on which the "insured" knows of the uninsured status of the owner or driver of the "uninsured motor vehicle", we or the "insured" have made a written demand for arbitration in accordance with the provisions of this endorsement.

**3. Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

If we make any payment due to an "accident" involving an "uninsured motor vehicle" and the "insured" recovers from another party in a separate claim or "suit", the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid, less reasonable attorneys' fees, costs and expenses incurred by the "insured" to the extent such payment duplicates any amount we have paid under this coverage.

**4. Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

- a. If there is other applicable similar insurance available under more than one Coverage Form or policy, the following priorities of recovery apply:

<b>First</b>	The Uninsured Motorists Coverage applicable to the vehicle the "insured" was "occupying" at the time of the "accident".
<b>Second</b>	The Coverage Form or policy affording Uninsured Motorists Coverage to the "insured" as an individual Named Insured or "family member".

- b. Where there is no applicable insurance available under the first priority, the maximum recovery under all Coverage Forms or policies in the second priority may equal but not exceed the highest applicable limit for any one vehicle under any one Coverage Form or policy affording coverage to an individual Named Insured or "family member".

- c. Where there is applicable insurance available under the first priority:

- (1) The Limit of Insurance applicable to the vehicle the "insured" was "occupying" under the Coverage Form or policy in the first priority shall first be exhausted; and
- (2) The maximum recovery under all Coverage Forms or policies in the second priority may equal but not exceed the highest applicable limit for any one vehicle under any one Coverage Form or policy affording coverage to an individual Named Insured or "family member".

- d. If two or more Coverage Forms or policies have equal priority:

- (1) The insurer against whom the claim is first made shall process and pay the claim as if wholly responsible for all insurers with equal priority;
- (2) The insurer thereafter is entitled to recover pro rata contribution from any other insurer on the same level of priority for the benefits paid and the costs of processing the claim.

5. The following condition is added:

**Arbitration**

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

**F. Additional Definitions**

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
  - a. For which no liability bond or policy applies at the time of an "accident".
  - b. For which an insuring or bonding company:
    - (1) Denies coverage;
    - (2) Is or becomes insolvent; or
    - (3) Is or becomes involved in insolvency proceedings.
  - c. For which neither the driver nor owner can be identified. The vehicle or "trailer" must:
    - (1) Hit an "insured", a covered "motor vehicle" or a vehicle an "insured" is "occupying"; or

- (2) Cause an "accident" resulting in "bodily injury" to an "insured" without hitting an "insured", a covered "motor vehicle" or a vehicle an "insured" is "occupying".

If there is no physical contact with the hit-and-run vehicle, the facts of the "accident" must be proved.

However, an "uninsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or who becomes insolvent and cannot provide the amounts required by that motor vehicle law; or
  - b. Designed for use mainly off public roads while not on public roads.
4. "Motor vehicle" means a vehicle which is self-propelled except one which is propelled solely by human power or by electric power obtained from overhead trolley wires, but does not mean a vehicle operated upon rails.

POLICY NUMBER: **73 APB 001185**COMMERCIAL AUTO  
CA 21 93 06 12**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****PENNSYLVANIA UNDERINSURED MOTORISTS  
COVERAGE – NONSTACKED**

For a covered "motor vehicle" licensed or principally garaged in, or "garage operations" conducted in, Pennsylvania, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

<b>Named Insured:</b>	<b>BRIMAR TRANSIT INC</b>
<b>Endorsement Effective Date:</b>	<b>01/11/2016 12:01 AM</b>

**SCHEDULE**

<b>Limit Of Insurance: \$</b>	<b>See M 5605 (02/2011)</b>	<b>Each "Accident"</b>
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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Coverage**

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of an "underinsured motor vehicle".
2. We will pay under this coverage only if Paragraph a. or b. below applies:
  - a. The limits of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or
  - b. A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle" and we:
    - (1) Have been given prompt written notice of such tentative settlement; and

(2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

3. No judgment for damages arising out of a "suit" brought against the owner or operator of an "underinsured motor vehicle" is binding on us unless we:
  - a. Received reasonable notice of the pendency of the "suit" resulting in the judgment; and
  - b. Had a reasonable opportunity to protect our interests in the "suit".

**B. Who Is An Insured**

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
  - a. The Named Insured and any "family members".

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b. Anyone else "occupying" a covered "motor vehicle" or a temporary substitute for a covered "motor vehicle". The covered "motor vehicle" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":

a. Anyone "occupying" a covered "motor vehicle" or a temporary substitute for a covered "motor vehicle". The covered "motor vehicle" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

### C. Exclusions

This insurance does not apply to any of the following:

1. The direct or indirect benefit of any insurer or self-insurer under any disability benefits or similar law, except workers' compensation law.

2. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

3. Punitive or exemplary damages.

4. "Bodily injury" sustained by:

a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form;

b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form; or

c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Underinsured Motorists Coverage on a primary basis under any other Coverage Form or policy.

5. "Bodily injury" arising directly or indirectly out of:

a. War, including undeclared or civil war;

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

### D. Limit Of Insurance

1. Regardless of the number of covered "motor vehicles", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Underinsured Motorists Coverage shown in the Schedule or Declarations.

2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form, Medical Payments Coverage endorsement or Uninsured Motorists Coverage endorsement attached to this Coverage Part. We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible. We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any disability benefits or similar law, except workers' compensation law.

### E. Changes In Conditions

The **Conditions** are changed for Pennsylvania Underinsured Motorists Coverage – Nonstacked as follows:

1. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:

a. Promptly send us copies of the legal papers if a "suit" is brought

b. A person seeking Underinsured Motorists Coverage must also promptly notify us, in writing, of a tentative settlement between the "insured" and the insurer of the "underinsured motor vehicle" and allow us 30 days to advance payment to the "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

**2. Legal Action Against Us** is replaced by the following:

- a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.
- b. Any legal action against us under this Coverage Form must be brought within four years after the date on which the "insured" either settles with, or receives a judgment against, the owner or driver of the "underinsured motor vehicle".
- c. Paragraph 2.b. above of this condition does not apply if, within four years after the date on which the "insured" either settles with, or receives a judgment against, the owner or driver of the "underinsured motor vehicle":
  - (1) We or the "insured" have made a written demand for arbitration in accordance with the provisions of this endorsement; or
  - (2) The "insured" has filed an action for "bodily injury" against the owner or operator of the "underinsured motor vehicle" and such action is:
    - (a) Filed in a court of competent jurisdiction; and
    - (b) Not barred by the applicable state statute of limitations.

In the event that the four-year time limitation identified in this condition does not apply, the applicable state statute of limitations will govern legal action against us under this Coverage Form.

**3. Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

If we make any payment due to an "accident" involving an "underinsured motor vehicle" and the "insured" recovers from another party in a separate claim or "suit", the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid less reasonable attorneys' fees, costs and expenses incurred by the "insured" to the extent such payment duplicates any amount we have paid under this coverage.

Our rights do not apply under this provision with respect to Underinsured Motorists Coverage if we:

- a. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and

- b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

- a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and
  - b. We also have a right to recover the advanced payment.
- 4. Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are replaced by the following:
- a. If there is other applicable similar insurance available under more than one Coverage Form or policy, the following priorities of recovery apply:

<b>First</b>	The Underinsured Motorists Coverage applicable to the vehicle the "insured" was "occupying" at the time of the "accident".
<b>Second</b>	The Coverage Form or policy affording Underinsured Motorists Coverage to the "insured" as an individual Named Insured or "family member".

- b. Where there is no applicable insurance available under the first priority, the maximum recovery under all Coverage Forms or policies in the second priority may equal but not exceed the highest applicable limit for any one vehicle under any one Coverage Form or policy affording coverage to an individual Named Insured or "family member".

- c. Where there is applicable insurance available under the first priority:
  - (1) The Limit of Insurance applicable to the vehicle the "insured" was "occupying" under the Coverage Form or policy in the first priority shall first be exhausted; and
  - (2) The maximum recovery under all Coverage Forms or policies in the second priority may equal but not exceed the highest applicable limit for any one vehicle under any one Coverage Form or policy affording coverage to an individual Named Insured or "family member".

d. If two or more Coverage Forms or policies have equal priority:

- (1) The insurer against whom the claim is first made shall process and pay the claim as if wholly responsible for all insurers with equal priority;
- (2) The insurer thereafter is entitled to recover pro rata contribution from any other insurer for the benefits paid and the costs of processing the claim.

5. The following condition is added:

**Arbitration**

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

**F. Additional Definitions**

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Underinsured motor vehicle" means a vehicle for which the sum of all liability bonds or policies that apply at the time of an "accident" does not provide at least the amount an "insured" is legally entitled to recover as damages. However, an "underinsured motor vehicle" does not include any vehicle designed for use mainly off public roads while not on public roads.
4. "Motor vehicle" means a vehicle which is self-propelled except one which is propelled solely by human power or by electric power obtained from overhead trolley wires, but does not mean a vehicle operated upon rails.

POLICY NUMBER: **73 APB 001185**COMMERCIAL AUTO  
CA 22 37 03 06**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****PENNSYLVANIA BASIC FIRST PARTY  
BENEFIT**

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Pennsylvania, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<b>Named Insured:</b>	<b>BRIMAR TRANSIT INC</b>
<b>Endorsement Effective Date:</b>	<b>01/11/2016 12:01 AM</b>
<b>Countersignature Of Authorized Representative</b>	
<b>Name:</b>  <b>Title:</b>  <b>Signature:</b>  <b>Date:</b>	

**SCHEDULE**

Benefits	Limit Of Insurance
Medical Expense Benefits	Up to \$5,000 per insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Coverage**

We will pay the Basic First Party Benefit in accordance with the "Act" to or for an "insured" who sustains "bodily injury" caused by an "accident" arising out of the maintenance or use of an "auto".

**BENEFITS**

Subject to the limit shown in the Schedule or Declarations, the Basic First Party Benefit consists of Medical Expense Benefits. These benefits consist of reasonable and necessary medical expenses incurred for an "insured's":

1. Care;
2. Recovery; or
3. Rehabilitation.

This includes remedial care and treatment rendered in accordance with a recognized religious method of healing.

Medical expenses will be paid if incurred within 18 months from the date of the "accident" causing "bodily injury". If within 18 months from the date of the "accident" causing "bodily injury" it is ascertainable with reasonable medical probability that further expenses may be incurred as a result of the "bodily injury", medical expenses will be paid without limitation as to the time such further expenses are incurred.

**B. Who Is An Insured**

1. You.
2. If you are an individual, any "family member".
3. Any person while "occupying" a covered "auto".
4. Any person while not "occupying" an "auto" if injured as a result of an "accident" in Pennsylvania involving a covered "auto".

If a covered "auto" is parked and unoccupied, it is not an "auto" involved in an "accident" unless it was parked in a manner as to create an unreasonable risk of injury.

**C. Exclusions**

We will not pay First Party Benefits for "bodily injury":

1. Sustained by any person injured while intentionally causing or attempting to cause injury to himself or herself or any other person.
2. Sustained by any person while committing a felony.
3. Sustained by any person while seeking to elude lawful apprehension or arrest by a law enforcement official.

4. Sustained by any person while maintaining or using an "auto" knowingly converted by that person. However, this exclusion does not apply to:
  - a. You; or
  - b. Any "family member".
5. Sustained by any person who, at the time of the "accident":
  - a. Is the owner of one or more currently registered "autos" and none of those "autos" is covered by the financial responsibility required by the "Act"; or
  - b. Is "occupying" an "auto" owned by that person for which the financial responsibility required by the "Act" is not in effect.
6. Sustained by any person maintaining or using an "auto" while located for use as a residence or premises.
7. Sustained by a pedestrian if the "accident" occurs outside of Pennsylvania. This exclusion does not apply to:
  - a. You; or
  - b. Any "family member".
8. Sustained by any person while "occupying":
  - a. A recreational vehicle designed for use off public roads; or
  - b. A motorcycle, moped or similar type vehicle.
9. Arising directly or indirectly out of:
  - a. A discharge of a nuclear weapon (even if accidental);
  - b. War, including undeclared or civil war;
  - c. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - d. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

10. From or as a consequence of the following whether controlled or uncontrolled or however caused:

- a. Nuclear reaction;
- b. Radiation; or
- c. Radioactive contamination.

**D. Limit Of Insurance**

1. Regardless of the number of covered "autos", premiums paid, claims made, "autos" involved in the "accident" or insurers providing First Party Benefits, the most we will pay to or for an "insured" as the result of any one "accident" is the limit shown in the Schedule or in the Declarations.
2. Any amount payable under First Party Benefits shall be excess over any sums paid, payable or required to be provided under any workers' compensation law or similar law.

**E. Changes In Conditions**

The Conditions are changed for First Party Benefits as follows:

1. **Transfer Of Rights Of Recovery Against Others To Us** does not apply.

2. The following Conditions are added:

**NON-DUPLICATION OF BENEFITS**

No person may recover duplicate benefits for the same expenses or loss under this or any other similar automobile coverage including self-insurance.

**PRIORITIES OF POLICIES**

We will pay First Party Benefits in accordance with the order of priority set forth by the "Act". We will not pay if there is another insurer at a higher level of priority. The "First" category listed below is the highest level of priority and the "Fourth" category listed below is the lowest level of priority. The priority order is:

- First** The insurer providing benefits to the "insured" as a named insured.
- Second** The insurer providing benefits to the "insured" as a family member who is not a named insured under another policy providing coverage under the "Act".
- Third** The insurer of the "auto" which the "insured" is "occupying" at the time of the "accident".
- Fourth** The insurer providing benefits on any "auto" involved in the "accident" if the "insured" is:
- a. Not "occupying" an "auto"; and
  - b. Not provided First Party Benefits under any other policy.

If two or more policies have equal priority within the highest applicable number in the priority order:

1. The insurer against whom the claim is first made shall process and pay the claim as if wholly responsible;
2. If we are the insurer against whom the claim is first made, our payment to or for an "insured" will not exceed the applicable limit shown in the Schedule or Declarations;
3. The insurer thereafter is entitled to recover pro rata contribution from any other insurer for the benefits paid and the costs of processing the claim. If contribution is sought among insurers under the Fourth priority, proration shall be based on the number of involved motor vehicles; and
4. The maximum recovery under all policies shall not exceed the amount payable under the policy with the highest dollar limits of benefits.

**F. Additional Definitions**

As used in this endorsement:

1. "Auto" means a self-propelled motor vehicle, or trailer required to be registered, operated or designed for use on public roads. However, "auto" does not include a vehicle operated:
  - a. By muscular power; or
  - b. On rails or tracks.
2. The "Act" means the Pennsylvania Motor Vehicle Financial Responsibility Law.
3. "Family member" means a resident of your household who is:
  - a. Related to you by blood, marriage or adoption; or
  - b. A minor in your custody or in the custody of any other "family member".
4. "Occupying" means in, upon, getting in, on, out or off.

## PENNSYLVANIA NOTICE

An Insurance Company, its agents, employees, or service contractors acting on its behalf, may provide services to reduce the likelihood of injury, death or loss. These services may include any of the following or related services incident to the application for, issuance, renewal or continuation of, a policy of insurance:

1. Surveys;
2. Consultation or advice; or
3. Inspections.

The "Insurance Consultation Services Exemption Act" of Pennsylvania provides that the Insurance Company, its agents, employees or service contractors acting on its behalf, is not liable for damages from injury, death or loss occurring as a result of any act or omission by any person in the furnishing of or the failure to furnish these services.

The Act does not apply:

1. If the injury, death or loss occurred during the actual performance of the services and was caused by the negligence of the Insurance Company, its agents, employees or service contractors;
2. To consultation services required to be performed under a written service contract not related to a policy of insurance; or
3. If any acts or omissions of the Insurance Company, its agents, employees or service contractors are judicially determined to constitute a crime, actual malice, or gross negligence.

### Instruction to Policy Writers

Attach the Pennsylvania Notice to all new and renewal certificates insuring risks located in Pennsylvania.

POLICY NUMBER: 73APB001185

COMMERCIAL AUTO

CA 01 80 09 97

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****PENNSYLVANIA CHANGES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
 GARAGE COVERAGE FORM  
 MOTOR CARRIER COVERAGE FORM  
 TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A. Changes In Liability Coverage**

2. The following is added to Supplementary Payments:  
 Prejudgment interest awarded against the "insured" on the part of the judgment we pay.  
 Any prejudgment interest awarded against the "insured" is subject to the applicable Pennsylvania Rules of Civil Procedure.

**B. Changes In Conditions**

1. The following is added to the **Loss Conditions** Section:  
 Paragraph **A.2.b.(5)** of the **Duties In The Event Of An Accident, Claim, Suit Or Loss** Condition is replaced by the following:  
 After we show good cause, submit to examination at our expense, by physicians of our choice.  
 The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:  
 If we make any payment due to an "accident" and the "insured" recovers from another party in a separate claim or "suit", the insured shall hold the proceeds in trust for us and pay us back the amount we have paid less reasonable attorneys' fees, costs and expenses incurred by the "insured" to the extent such payment duplicates any amount we have paid under this coverage.

2. The following is added to the **General Conditions** Section:

**CONSTITUTIONALITY CLAUSE**

The premium for, and the coverages of, this Coverage Form have been established in reliance upon the provisions of the Pennsylvania Motor Vehicle Financial Responsibility Law.

In the event a court, from which there is no appeal, declares or enters a judgment, the effect of which is to render the provisions of such statute invalid or unenforceable in whole or in part, we shall have the right to recompute the premium payable for the Coverage Form and void or amend the provisions of the Coverage Form, subject to the approval of the Insurance Commissioner.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PENNSYLVANIA CHANGES – DEFENSE COSTS**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
 COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
 COMMERCIAL PROPERTY COVERAGE PART – LEGAL LIABILITY COVERAGE FORM  
 COMMERCIAL PROPERTY COVERAGE PART – MORTGAGEHOLDER'S ERRORS AND OMISSIONS COVERAGE FORM  
 ELECTRONIC DATA LIABILITY COVERAGE PART  
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
 FARM COVERAGE PART  
 FARM UMBRELLA LIABILITY POLICY  
 LIQUOR LIABILITY COVERAGE PART  
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
 POLLUTION LIABILITY COVERAGE PART  
 PRODUCT WITHDRAWAL COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
 UNDERGROUND STORAGE TANK COVERAGE PART

- A.** The provisions of Paragraph **B.** are added to all Insuring Agreements that set forth a duty to defend under:
1. Section **I** of the Commercial General Liability, Commercial Liability Umbrella, Electronic Data Liability, Employment-Related Practices Liability, Farm, Liquor Liability, Medical Professional Liability, Owners And Contractors Protective Liability, Pollution Liability, Product Withdrawal, Products/Completed Operations Liability, Railroad Protective Liability and Underground Storage Tank Coverage Parts and the Farm Umbrella Liability Policy;
  2. Section **II** – Liability Coverage in Paragraph **A. Coverage** under the Business Auto, Garage and Motor Carrier Coverage Forms;
  3. Section **A** – Coverage under the Legal Liability Coverage Form; and
  4. Coverage **C** – Mortgageholder's Liability under the Mortgageholder's Errors And Omissions Coverage Form.
- Paragraph **B.** also applies to any other provision in the policy that sets forth a duty to defend.
- B.** If we initially defend an insured ("insured") or pay for an insured's ("insured's") defense but later determine that none of the claims ("claims"), for which we provided a defense or defense costs, are covered under this insurance, we have the right to reimbursement for the defense costs we have incurred.
- The right to reimbursement under this provision will only apply to the costs we have incurred after we notify you in writing that there may not be coverage and that we are reserving our rights to terminate the defense or the payment of defense costs and to seek reimbursement for defense costs.

COMMERCIAL AUTO  
CA 24 02 12 93

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PUBLIC TRANSPORTATION AUTOS**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

LIABILITY COVERAGE for a covered "auto" licensed or used to transport the public is changed as follows:

The CARE, CUSTODY OR CONTROL exclusion does not apply to "property damage" to or "covered pollution cost or expense" involving property of the "insured's" passengers while such property is carried by the covered "auto".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PENNSYLVANIA CHANGES – CANCELLATION AND NONRENEWAL**

A. The **Cancellation** Common Policy Condition is replaced by the following:

### **CANCELLATION**

1. The first Named Insured shown in the Declarations may cancel this policy by giving advance notice of cancellation.

2. **Cancellation Of Policies In Effect For Less Than 60 Days**

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation.

If the initial premium payment is dishonored by the financial institution for any reason, this policy will be void from inception with no advance notice of cancellation required.

This policy may be rescinded from inception upon discovery that the policy was obtained through fraudulent statements, omissions or concealment of facts material to the acceptance of the risk or to the hazard assumed by us.

3. **Cancellation Of Policies In Effect For 60 Days Or More**

If this policy has been in effect for 60 days or more or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- a. You have made a material misrepresentation which affects the insurability of the risk. Notice of cancellation will be mailed or delivered at least 15 days before the effective date of cancellation.
- b. You have failed to pay a premium when due, whether the premium is payable directly to us or our agents or indirectly under a premium finance plan or extension of credit, notice of cancellation will be mailed at least 15 days before the effective date of cancellation.
- c. A condition, factor or loss experience material to insurability has changed substantially or a substantial condition, factor or loss experience material to insurability has become known during the policy period. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- d. Loss of reinsurance or a substantial decrease in reinsurance has occurred, which loss or decrease, at the time of cancellation, shall be certified to the Insurance Commissioner as directly affecting in-force policies. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- e. Material failure to comply with policy terms, conditions or contractual duties. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- f. Other reasons that the Insurance Commissioner may approve. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

This policy may be rescinded from inception upon discovery that the policy was obtained through fraudulent statements, omissions or concealment of facts material to the acceptance of the risk or to the hazard assumed by us.

For renewals, if the initial premium payment is dishonored by the financial institution for any reason, the renewal policy will be void from inception with no advance notice of cancellation required.

4. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. Notice of cancellation will state the specific reasons for cancellation.
5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

M-5178b (09/2009)

6. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel other than for nonpayment, the refund will be pro rata and will be returned within 10 business days after the effective date of cancellation. If the first Named Insured cancels or for cancellations due to nonpayment, the refund may be less than pro rata and will be returned within 30 days after the effective date of cancellation. The cancellation will be effective even if we have not made or offered a refund.

7. If notice is mailed, it will be by registered or first-class mail. Proof of mailing will be sufficient proof of notice.

B. The following are added and supersede any provisions to the contrary:

**1. Nonrenewal**

If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal stating the specific reasons for nonrenewal, to the first Named Insured at least 60 days before the expiration date of the policy.

**2. Increase Of Premium**

If we increase your renewal premium, we will mail or deliver to the first Named Insured written notice of our intent to increase the premium at least 30 days before the effective date of the premium increase.

Any notice of nonrenewal or renewal premium increase will be mailed or delivered to the first Named Insured's last known address. If notice is mailed, it will be by registered or first-class mail. Proof of mailing will be sufficient proof of notice.

All other terms, conditions and agreements remain unchanged.

Company Name <b>National Liability &amp; Fire Insurance Company</b>	Policy Number <b>73 APB 001185</b>
	Endorsement Effective <b>01/11/2016 12:01 AM</b>
Named Insured <b>BRIMAR TRANSIT INC</b>	Countersigned at By

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

**PUNITIVE DAMAGE EXCLUSION  
DUTY TO DEFEND AMENDMENT**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under all coverage forms and is effective on the inception date of the policy or on the date shown below.

The insuring agreement is amended to provide that this insurance does not apply to any sums awarded as punitive damages.

The Company has the right and duty to defend any suit asking for damages covered by this policy. However, the Company has no duty to defend suits for bodily injury or property damage not covered by this policy. The Company has the right to defend any suit against the insured which seeks both punitive damages and damages covered in the insuring agreement. However, the Company has no duty to defend any suit seeking only punitive damages or where the remaining allegations of a complaint seek only punitive damages, and the Company shall have the right to settle that part or parts of a suit seeking damages other than punitive.

In the event of a conflict of interest between the insured and the Company due to allegations of punitive damage or due to other allegations not covered by the insuring agreement, the Company shall not be obligated to retain separate counsel to represent the interests of the insured with respect to defense of non-covered allegations, but the insured shall have the right to retain separate counsel at the insured's expense to serve as co-counsel. The Company shall not be required to relinquish control of the defense to such co-counsel so long as covered allegations remain in the suit.

All other terms, conditions and agreements of the policy shall remain unchanged.

Company Name <b>National Liability &amp; Fire Insurance Company</b>	Policy Number <b>73 APB 001185</b>
Named Insured <b>BRIMAR TRANSIT INC</b>	Endorsement Effective <b>01/11/2016 12:01 AM</b> Countersigned by

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

**ABUSE OR MOLESTATION EXCLUSION**

PLEASE READ THIS ENDORSEMENT CAREFULLY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The following exclusion is added to the policy:

This insurance does not apply to bodily injury or property damage arising out of:

(a) the alleged, actual or threatened abuse, molestation or sexual contact, whether or not intentional, by anyone of any person; or

(b) the negligent:

(i) employment;

(ii) investigation;

(iii) supervision; or

(iv) retention;

of anyone or negligent entrustment to anyone whose conduct would be excluded by (a) above; or

(c) the reporting to authorities or failure to report to authorities the alleged, actual or threatened abuse, molestation or sexual contact by anyone of any person.

All other terms, conditions and agreements shall remain unchanged.

Company Name <b>National Liability &amp; Fire Insurance Company</b>	Policy Number <b>73 APB 001185</b>
Named Insured <b>BRIMAR TRANSIT INC</b>	Endorsement Effective <b>01/11/2016 12:01 AM</b>  Countersigned at  by

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)